

LATHAM & WATKINS LLP
Perry J. Viscounty (Bar No. 132143)
perry.viscounty@lw.com
Gabriel S. Gross (Bar No. 254672)
gabe.gross@lw.com
505 Montgomery Street, Suite 2000
San Francisco, California 94111
415.391.0600

LATHAM & WATKINS LLP
Jake Ryan (Bar No. 211899)
jake.ryan@lw.com
12670 High Bluff Drive
San Diego, California 92130
858.523.5400

Attorneys for Plaintiff
CODEXIS, INC.

MANNING CURTIS BRADSHAW & BEDNAR
PLLC

Alan C. Bradshaw
abradshaw@mc2b.com
Chad Derum
cderum@mc2b.com
Trevor Lee
tlee@mc2b.com
South Temple Tower
163 East South Temple, Suite 1300
Salt Lake City, UT 84111
801.363.5678

Attorneys for Defendant
CODEX DNA, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CODEXIS, INC., a Delaware corporation,

Plaintiff,

v.

CODEX DNA, INC., a Delaware corporation,

Defendant.

CASE NO. 3:20-CV-03503-MMC

**STIPULATION AND ~~[PROPOSED]~~
ORDER OF VOLUNTARY DISMISSAL**

Judge: Hon. Maxine M. Chesney

1 Plaintiff Codexis, Inc. (“Codexis”) and Defendant Codex DNA, Inc. (“Codex DNA”)
 2 (each, a “Party,” and collectively, the “Parties”), by and through their respective counsel, hereby
 3 stipulate and agree that, in accordance with the Parties’ settlement agreement (the “Settlement
 4 Agreement”), the above-captioned action shall be dismissed in its entirety with prejudice, subject
 5 to the following terms:

6 1. The Parties stipulate and agree to submit to the continuing jurisdiction of the U.S.
 7 District Court for the Northern District of California (the “Court”), and in particular to the
 8 continuing jurisdiction of Magistrate Judge Joseph C. Spero, who shall have ongoing plenary
 9 authority to enforce the Settlement Agreement upon motion by either Party.

10 2. With respect to all disputes arising out of or relating to the Settlement Agreement,
 11 the Parties voluntarily consent to the jurisdiction of a magistrate judge for all purposes pursuant
 12 to 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73, and any appeal of all decisions of
 13 the magistrate judge will be to the Ninth Circuit Court of Appeals.

14 3. The Parties further stipulate and agree that they will not challenge, object, or
 15 otherwise dispute the Court’s or Magistrate Judge Joseph C. Spero’s authority and jurisdiction to
 16 conduct any further proceeding to enforce the Settlement Agreement.

17 **IT IS SO STIPULATED.**
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19 Respectfully submitted,

20 DATED: April 25, 2022

21 **Latham & Watkins LLP**

22 By: /s/ Perry J. Viscounty
 23 Perry J. Viscounty
 Attorney for Plaintiff Codexis, Inc.

24 DATED: April 25, 2022

25 **Manning Curtis Bradshaw & Bednar PLLC**

26 By: /s/ Alan C. Bradshaw
 27 Alan C. Bradshaw
 Attorney for Defendant Codex DNA, Inc.
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3 Attestation: Pursuant to L.R. 5-1(h)(3), I hereby attest that all other signatories listed,
4 and on whose behalf this filing is submitted, concur in this filing's content and have authorized
5 this filing.

6 /s/ Perry J. Viscounty
Perry J. Viscounty

7
8 **ORDER**

9 PURSUANT TO STIPULATION, IT IS SO ORDERED.

10 DATED: April 25, 2022

11 Maxine M. Chesney
12 THE HONORABLE MAXINE M. CHESNEY
13 UNITED STATES DISTRICT JUDGE
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